

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

0 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

6 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **Terry A Travers**

Case No.: **17-13222**

Judge: _____

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS - AMENDED

☐ Original

☒ Modified/Notice Required

Date: _____

☐ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☒ DOES ☐ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

■ DOES □ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney cis Initial Debtor: TAT Initial Co-Debtor _____

Part 1: Payment and Length of Plan

- a. The debtor shall pay 280.00 Monthly* to the Chapter 13 Trustee, starting on ____ for approximately 60 months.
- b. The debtor shall make plan payments to the Trustee from the following sources:
- ☒ Future Earnings
 - ☐ Other sources of funding (describe source, amount and date when funds are available):
- c. Use of real property to satisfy plan obligations:
- ☐ Sale of real property
Description:
Proposed date for completion: _____
 - ☐ Refinance of real property:
Description:
Proposed date for completion: _____
 - ☐ Loan modification with respect to mortgage encumbering property:
Description: **Debtors failed to get a loan modification and will pay pre-petition mortgage arrears as per POC**
Proposed date for completion: _____
- d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.
- e. ☐ Other information that may be important relating to the payment and length of plan:

Part 2: Adequate Protection

☒ NONE

- a. Adequate protection payments will be made in the amount of \$ ____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).
- b. Adequate protection payments will be made in the amount of \$ ____ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ____ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

- a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Candyce SMith-Sklar	Attorney Fees	1,800.00

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C. 1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
CENLAR/Central Loan Admin & Reporting	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage	32,545.68	0.00	32,545.68	830.00

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ■ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ■ NONE

The following secured claims are unaffected by the Plan:

Creditor

g. Secured Claims to be Paid in Full Through the Plan □ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan
Willow Green Townhouse Association	29 W. Greenway Walkway Trenton, NJ 08618	6,260.52

Part 5: Unsecured Claims ■ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$___ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
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Part 7: Motions ■ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☐ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
Capital One Bank, USA	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage	Judgment Lien	696.00	47,500.00	0.00	92,045.00	696.00
Equable Ascent and Financial, LLC	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage	Judgment Lien	920.00	47,500.00	0.00	91,821.00	920.00
Jefferson Capital Systems	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage	Judgment Lien	1,688.00	47,500.00	0.00	91,053.00	1,688.00
Merce County Board of Social Services	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage		2,018.00	47,500.00	0.00	90,723.00	2,018.00
Midland Funding, LLC	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage	Judgment Lien	853.00	47,500.00	0.00	91,888.00	853.00

Midland Funding, LLC	29 W Greenway Walkway Trenton, NJ 08618 Mercer County Keep Cenlar Mortgage	Judgment Lien	741.00	47,500.00	0.00	92,000.00	741.00
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ■ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ■ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Lease Arrearages**
- 5) **Priority Claims**
- 6) **General Unsecured Claims**

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☒ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.
Date of Plan being modified:.

Explain below why the plan is being modified:	Explain below how the plan is being modified:
Plan modified to add remaining pre-petition arrears owed as per POC since debtor failed to get a loan modification	Modified plan to add remaining pre-petition arrears owed as per POC since debtor failed to obtain a loan modification

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☐ NONE

☒ Explain here:

*This plan is a step plan or has lumpsum payments as follows: \$280.00 per month for 24 months, then \$1,026.19 per month for 36 months

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: <u>February 20, 2019</u>	<u>/s/ Terry A Travers</u> Terry A Travers Debtor
Date: _____	_____ Joint Debtor
Date: <u>February 20, 2019</u>	<u>/s/ Candyce SMith-Sklar</u> Candyce SMith-Sklar Attorney for the Debtor(s)

Certificate of Notice Page 8 of 9
 United States Bankruptcy Court
 District of New Jersey

In re:
 Terry A Travers
 Debtor

Case No. 17-13222-MBK
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
 Form ID: pdf901

Page 1 of 2
 Total Noticed: 29

Date Rcvd: Feb 21, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 23, 2019.

db Terry A Travers, 29 W. Greenway Walkway, Trenton, NJ 08618
 lm +Cenlar Mortgage, PO Box 77404, Ewing, NJ 08628-6404
 516654581 +AA Bail Bonds, 210 S. Broad Street Suite A, Trenton, NJ 08608-2407
 516654586 +CENLAR/Central Loan Admin & Reporting, 425 Philips Blvd, Ewing, NJ 08618-1430
 516654584 +Capital One Bank, USA, 810 Bloomfield Ave., Caldwell, NJ 07006-6700
 516654585 +Cenlar FSB, c/o KML Law Group, P.C., 216 Haddon Avenue, Ste.#406,
 Collingswood, NJ 08108-2812
 516654589 +Equable Ascent Financial, LLC, c/o Corporation Service Company, 830 Bear Tavern Rd,
 Trenton, NJ 08628-1020
 516654588 +Equable Ascent and Financial, LLC, 830 Bear Tavern Rd, Trenton, NJ 08628-1020
 516654590 +Jefferson Capital Systems, 16 McLeland Road, Saint Cloud, MN 56393-0001
 516921217 +New Jersey Housing and Mortgage Finance Agency, Cenlar FSB, 425 Phillips Blvd,
 Ewing, NJ 08618-1430
 516725759 +Willow Green Townhouse Assoc., Inc., Michael Fedun, Esquire, P.O. Box 134,
 Belle Mead, NJ 08502-0134
 516654595 +Willow Green Townhouse Association, P.O. Box 6622, Lawrence Township, NJ 08648-0622

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: usanj.njbankr@usdoj.gov Feb 21 2019 22:28:05 U.S. Attorney, 970 Broad St.,
 Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
 smg +E-mail/Text: ustpreign03.ne.ecf@usdoj.gov Feb 21 2019 22:28:04 United States Trustee,
 Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
 Newark, NJ 07102-5235
 516654583 +E-mail/Text: bankruptcy@sccompanies.com Feb 21 2019 22:28:15 Ashro, 1112 7th Ave,
 Monroe, WI 53566-1364
 516746378 +E-mail/Text: bankruptcy@sccompanies.com Feb 21 2019 22:28:15 Ashro Lifestyle,
 c/o Creditors Bankruptcy Service, P.O. Box 800849, Dallas, TX 75380-0849
 516760224 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Feb 21 2019 22:31:28
 Capital One Bank (USA), N.A., PO Box 71083, Charlotte, NC 28272-1083
 516910078 +E-mail/Text: bankruptcy@cavps.com Feb 21 2019 22:28:07 Cavalry SPV I, LLC,
 500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321
 516913273 +E-mail/Text: bankruptcy@cavps.com Feb 21 2019 22:28:07 Cavalry SPV II, LLC,
 500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321
 516906213 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Feb 21 2019 22:30:25 Directv, LLC,
 by American InfoSource LP as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
 516654587 +E-mail/Text: bankruptcynotices@dcicollect.com Feb 21 2019 22:28:09 Diversified Consultant,
 P O Box 551268, Jacksonville, FL 32255-1268
 516654591 +E-mail/PDF: resurgentbknofications@resurgent.com Feb 21 2019 22:29:23 LVNV Funding,
 Po Box 10497, Greenville, SC 29603-0497
 516912584 E-mail/PDF: resurgentbknofications@resurgent.com Feb 21 2019 22:29:22
 LVNV Funding, LLC its successors and assigns as, assignee of Springleaf Financial,
 Services Of Indiana, Inc., Resurgent Capital Services, PO Box 10587,
 Greenville, SC 29603-0587
 516811584 E-mail/PDF: resurgentbknofications@resurgent.com Feb 21 2019 22:29:22
 LVNV Funding, LLC its successors and assigns as, assignee of Capital One Bank (USA), N.A.,
 Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 516912851 E-mail/PDF: resurgentbknofications@resurgent.com Feb 21 2019 22:29:22
 LVNV Funding, LLC its successors and assigns as, assignee of CVF Consumer Acquisition,
 Company, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 516654593 +E-mail/Text: bankruptcydpt@mcmcg.com Feb 21 2019 22:28:04 Midland Funding, LLC,
 8875 Aero Drive, Suite 200, San Diego, CA 92123-2255
 516765460 E-mail/Text: bnc-quantum@quantum3group.com Feb 21 2019 22:28:03
 Quantum3 Group LLC as agent for, Galaxy International Purchasing LLC, PO Box 788,
 Kirkland, WA 98083-0788
 516654594 +E-mail/PDF: gecsedirecoverycorp.com Feb 21 2019 22:29:05 Synch/Lord & Taylor,
 Po Box 965064, Orlando, FL 32896-5064
 516872333 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Feb 21 2019 22:29:23 Verizon,
 by American InfoSource LP as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
 TOTAL: 17

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

516654592 Merce County Board of Social Services, 200 Woolverto Street
 516654582 ##+Aarons Sales & Lease, Attn: Bankruptcy, 309 E Paces Ferry Rd Ne, Atlanta, GA 30305-2367
 TOTALS: 1, * 0, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

District/off: 0312-3

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 29

Date Rcvd: Feb 21, 2019

***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 23, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 20, 2019 at the address(es) listed below:

Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo docs@russotrustee.com
Brian C. Nicholas on behalf of Creditor New Jersey Housing And Mortgage Finance Agency
bnicholas@kmlawgroup.com, bkgroup@kmlawgroup.com
Candyce Ilene Smith-Sklar on behalf of Debtor Terry A Travers mail@njpalaw.com,
r56958@notify.bestcase.com
Denise E. Carlon on behalf of Creditor New Jersey Housing And Mortgage Finance Agency
dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
Rebecca Ann Solarz on behalf of Creditor New Jersey Housing And Mortgage Finance Agency
rsolarz@kmlawgroup.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 7